



1 Plaintiff, the People of the State of California, complaining of the above-named  
2 Defendants, alleges as follows, which allegations are based upon information and belief insofar  
3 as they pertain to the conduct of Defendants.

4 **INTRODUCTION**

5 1. This is a civil law enforcement action brought by the Los Angeles City Attorney's  
6 Office ("City Attorney") on behalf of the People of the State of California ("People") under  
7 LAMC section 11.00; California Public Nuisance Law (Civil Code, section 3479 et seq.); the  
8 Unfair Competition Law (Business and Professions Code section 17200 et seq.); and, the False  
9 Advertising Law (Business and Professions Code section 17500 et seq.) against Defendants,  
10 seeking to bring the apartment building located at 417 Ocean Front Walk ("417 OFW") into  
11 compliance with all applicable regulations and to enjoin Defendants from maintaining 417 OFW  
12 as an illegal hotel or illegal transient occupancy residential structure.

13 2. The City of Los Angeles is in the midst of a housing crisis. Average renters pay  
14 nearly 47% of their income toward rent, well above the 30% of income considered affordable.  
15 High rental costs, increasing demand due to population growth, expiring affordability covenants,  
16 decreased funding for the production of new affordable housing units and the large scale  
17 conversion of affordable and rent stabilized units into short-term rentals contribute to what is  
18 now considered to be a major housing crisis in Los Angeles. A report from the Los Angeles  
19 Alliance for a New Economy<sup>1</sup> confirms that apartment owners are evicting long-term tenants and  
20 converting rent-controlled units into commercial short-term rental operations. The loss of these  
21 units in the long-term rental market has driven up total housing costs for L.A. renters by more  
22 than \$464 million in the last year.

23 3. Short-term rental schemes, like those described below, have created a business  
24 model that relies on incentivizing landlords to illegally transform residential rental units into  
25 transient, short term, tourist accommodations. The illegal conversion of rent-stabilized units  
26 must end.

27  
28 <sup>1</sup> Los Angeles Alliance for a New Economy (LAANE: A New Economy For All), Short-Term Rentals  
and L.A.'s Lost Housing (Aug. 24, 2015) p. 3.

1           4.       Defendants own and manage an illegal hotel or illegal transient occupancy  
2 residential structure at 417 OFW in Venice, California. The structure, approved as a 32-unit  
3 apartment house, once home to long-term tenants, is subject to the City's Rent Stabilization  
4 Ordinance.<sup>2</sup> Defendants have emptied the apartment house of long-term tenants and now fill it  
5 with short-term, transient occupants. The Certificate of Occupancy issued by the City of Los  
6 Angeles does not allow Defendants to operate their apartment house as a hotel or transient  
7 occupancy residential structure. In fact, since 2009, Defendants have and continue to operate the  
8 apartment building as an illegal hotel, using the Internet to advertise the apartment units as a  
9 hotel or transient occupancy rooms and invite members of the public to reserve the units for  
10 transient occupancy. Defendants are well aware that what they are doing is illegal. Despite  
11 having received an official notice to discontinue the illegal use from the appropriate City  
12 enforcement agency, Defendants persist in their unlawful use and operation of the subject  
13 property as an illegal, unapproved hotel.

14           5.       As a result of their illegal use, Defendants violate the City's zoning laws and  
15 directly contribute to the City's lack of affordable housing by removing available housing stock  
16 from the rental market.

17           6.       Defendants deceive the public with their false advertisements and compete  
18 unfairly against legitimate, approved hotels that must comply with necessary regulations,  
19 including building and habitability laws, Fire Code requirements, parking requirements and  
20 zoning requirements. Defendants further compete unfairly against legitimate hotels by  
21 misleading and directing the public to their illegal hotel, thereby reducing lawful occupancies  
22 and revenue from legitimate area hotels.

23           7.       Defendant Carl Lambert ("Lambert") owns and manages the 32-unit apartment  
24 house located at 417 South Ocean Front Walk, Venice, California 90291.<sup>3</sup> By and through  
25

26  
27 <sup>2</sup> Los Angeles Municipal Code ("LAMC"), section 151.00 et seq.

28 <sup>3</sup> 417 OFW is more specifically described as Lot 247, Block 4 of Golden Bay Tract, as per Map recorded  
in Book 2, Page 15 of maps in the office of the County Recorder, Assessor Parcel Number 4286-029-004.

1 Defendant Venice Suites, LLC ("VSLLC"), Lambert owns and/or manages 417 OFW, operating  
2 under the name "Venice Suites."

3 8. 417 OFW is a 32-unit apartment house built in 1921. Its operative Certificate of  
4 Occupancy, issued June 10, 1966 by the Los Angeles Department of Building and Safety,  
5 authorizes the building to be used as a "Thirty-Two Unit Apartment House." It is located in the  
6 R3 Multiple Dwelling Zone. (LAMC, § 12.10.) Residential uses, such as apartment house use,  
7 are permitted within the R3 Multiple Dwelling Zone. However, commercial hotel use is not  
8 permitted within an R3 Multiple Dwelling Zone. (LAMC, § 12.10(A).)

9 9. Plaintiff seeks the appointment of a receiver for 417 OFW pursuant to Business  
10 and Professions Code sections 17203 and 17535. Plaintiff also seeks award of civil penalties for  
11 Defendants' past and current violations under LAMC section 11.00, subdivision (l) and Business  
12 and Professions Code sections 17206 and 17536. Finally, Plaintiff seeks restitution under  
13 Business and Professions Code sections 17203, 17204 and 17535 to restore to any person in  
14 interest any money which Defendants acquired through unfair competition.

### 15 THE PARTIES

16 10. Plaintiff is the sovereign power of the State of California as designated by LAMC  
17 section 11.00, subdivision (l); Civil Code section 3494 and Code of Civil Procedure section 731;  
18 and Business and Professions Code sections 17204 and 17535. Plaintiff is the complaining party  
19 in civil enforcement actions brought under these statutes and acts through the Los Angeles City  
20 Attorney, Michael N. Feuer, who brings the First, Second, Third, and Fourth Causes of Action  
21 pursuant to authority granted to him by law.

22 11. Defendant VSLLC is, and at all times relevant hereto was, a limited liability  
23 company organized and existing under the laws of the State of California, with its principal place  
24 of business in Venice, California. According to publicly available records, VSLLC has owned  
25 417 OFW since September 1999.

26 12. Defendant Lambert is, and at all times relevant hereto was, a resident of Malibu,  
27 California, and the managing member of VSLLC.

28 13. Each of the Defendants is jointly and severally liable by act, omission, strict

1 liability, negligence, agency, respondeat superior, alter ego, or otherwise for the violations of law  
2 alleged herein. At all times relevant hereto, Defendants were acting as the agents, assignees,  
3 partners, joint venturers, alter egos, representatives, co-schemers, co-conspirators or employees  
4 of each other, and in committing the wrongful acts and omissions alleged herein, were acting  
5 within the course and scope of that agency, assignment, partnership, joint venture, alter ego  
6 relationship, representation, scheme, conspiracy or employment. Each Defendant had and has  
7 knowledge or constructive notice of the acts of every other Defendant. The allegations in this  
8 Complaint apply equally to the fictitious Defendants, DOES 1 through 100.

9 14. Whenever this Complaint refers to an act or failure to act by Defendants, such  
10 allegation and reference shall be deemed to mean also the act and failure to act of each  
11 Defendant, whether acting individually or jointly and severally.

12 15. Defendant Lambert formed, used and continues to use VSLLC as a mere  
13 instrumentality and conduit through which, for his convenience, he has conducted and continues  
14 to conduct his business and management of 417 OFW. There has been and is a unity of interest  
15 between Lambert and VSLLC, which is merely an alter ego of Lambert.

16 16. Plaintiff does not know the true names and capacities of Defendants DOES 1  
17 through 100, inclusive, and therefore sues those Defendants by such fictitious names. Plaintiff  
18 will amend this Complaint to insert the true names and capacities of said fictitious Defendants,  
19 when ascertained. The allegations in this Complaint apply equally to the fictitious Defendants,  
20 DOES 1 through 100.

### 21 **JURISDICTION AND VENUE**

22 17. The Court has subject matter jurisdiction over this action pursuant to LAMC  
23 section 11.00; Business and Professions Code sections 17204 and 17535; Civil Code section  
24 3479 et seq.; and, LAMC section 11.00.

25 18. The Court has personal jurisdiction over each of the Defendants pursuant to  
26 California Constitution, article VI, section 10 and Code of Civil Procedure section 410.10  
27 because each Defendant conducts substantial business in or resides in Los Angeles, California;  
28 each Defendant has purposefully availed himself, herself, or itself of the benefits of doing

1 business in this City and State; Defendants' violations of law alleged herein occurred, in whole  
2 or in part, in this City and State; and, each registered corporate Defendant conducts substantial  
3 business in the City and County of Los Angeles.

4 19. Venue for this matter lies within the County of Los Angeles pursuant to Code of  
5 Civil Procedure sections 393, 395 and 395.5 because Defendants operate their business in the  
6 County of Los Angeles, Defendant Lambert lives in the County of Los Angeles, and the  
7 violations of law alleged herein occurred, in whole or in part, in the County of Los Angeles.

#### 8 **NATURE OF VIOLATIONS AND HISTORY**

##### 9 **False Advertising**

10 20. Defendants Lambert and VSLLC persist in falsely advertising 417 OFW as a  
11 hotel or transient occupancy residential structure. As early as August 2009, Defendants hung  
12 banners that advertised 417 OFW for rent as "Venice Suites."

13 21. Defendants developed and/or use a website at [www.venicesuites.com](http://www.venicesuites.com) to advertise  
14 417 OFW as a hotel and to receive bookings of the building's units for transient occupancy via  
15 the Internet. The VeniceSuites.com website provides its contact information as: "417  
16 OceanFront [sic] Walk[;] Venice, California, 90291, United States[;]  
17 manager@venicesuites.com[;] 310.566.5224." Members of the public can read about, view  
18 pictures of, and book rooms directly from the website. The website describes the different types  
19 of rooms; the rooms' amenities; allows the public to check the availability of rooms; shows the  
20 prices per night; displays photographs and virtual tours of the rooms' dimensions and  
21 furnishings; and, even links to reviews posted on TripAdvisor.com.

22 22. Defendants offer several types of rooms for transient occupancy, including: "City  
23 View Queen Studios" (\$175 per night) on the ground floor; "City View Deluxe Queen Studios"  
24 (\$200 per night) offering "city views" on the first, second, and third floors; "Ocean View One  
25 Bedroom Suites" (\$275 to \$300 per night) offering "sea views" on the west side of the building;  
26 "City View One Bedroom Suites" (\$200 per night) offering "city views" on the east side of the  
27 building; and "Partial Sea View Queen Studios" (\$300 per night) offering "partial sea views" on  
28 the top floor.

23. The TripAdvisor.com reviews are accessible by clicking on the link provided. Since August 2008, there have been at least 253 reviews and 380 photographs posted for "Venice Suites." Some of the photographs are nested in a folder called "Management photos" that are provided "[c]ourtesy of the property owner." The most recent review was posted the first week of June 2016 and the oldest on August 17, 2008.

24. Defendants have responded to most online reviews and posts. For example, in response to one comment, "CarlVeniceBeach, Manager at Venice Suites" wrote: "We are glad you enjoyed your stay and hope to see you again on your next visit to Venice Beach. For direct booking discounted rates and the best rate overall please contact us directly via phone or email. The best online rates are available at venicesuites.com."

25. In response to another comment, "CarlVeniceBeach, Manager at Venice Suites" wrote: "We are the only Venice Beach boardwalk hotel where you step out our front door and on to the sand. We are within walking distance to everything including boutique shops and restaurants from Abbott Kinney Blvd to the Santa Monica Pier. We have friendly front desk staff providing great customer service to our guests on a daily basis. Our staff is all Venice Beach locals who are very knowledgeable and happy to help with information and suggestions for almost anything. We are glad you enjoyed your stay with us and look forward to seeing you again the next time you are in LA. For direct booking discounted rates and the best rate overall please contact us directly via phone or email. The best online rates are available at venicesuites.com."

26. The TripAdvisor webpage for Venice Suites has a link entitled "Best Rates Direct Booking." Clicking on the link leads to Defendants' statement that "[t]he best rates are only available by booking directly with us and on our website. Our rates range from \$150 to \$300 per night depending on the size and view of the room. Mention this Trip Adviser offer for a 15% discount off your stay."

27. On the Venicesuites.com website, on the linked page entitled "FAQ at Venice Suites," Defendants advertise 417 OFW as hotel by stating: "We are definitely more that [sic] a hotel. We go the extra mile to bridge the gap between hotel and home and operate as your home

1 away from home on the beach. We offer guests the chance to live like a local in comfort and  
2 style"; "We pride ourselves on having the best rooftop terrace of any hotel on the Venice Beach  
3 boardwalk"; and, "We are the only Venice Beach boardwalk hotel where you step out our front  
4 door and on to the boardwalk just steps from the sand."

5 28. On the Venicesuites.com website, a linked page entitled "Blog" shows a banner  
6 posted on and hanging from the exteriors stating: "More Than a Hotel. VS. Nightly, Weekly &  
7 Monthly. (310) 566-2222." Further down the page is the statement: "The hardwood floors and  
8 full kitchens, complete with granite counter tops, are just two of the popular features that set our  
9 Deluxe Queen Studios apart from other SoCal resorts."

10 29. The "FAQ page" at Venicesuites.com describes information helpful for transient  
11 guests, such as: the office hours ("open from 8:00 am to 8:00 pm"); the check-in and check-out  
12 times ("check-in time is 3:00 pm and our-check out time is 12:00 noon"); cancellation policy  
13 ("[c]ancellations made outside the 10 days from arrival will receive a deposit refund");  
14 housekeeping service; and, directions and preferred modes of transportation from the airport.

15 30. The Venicesuites.com site provides other information targeted toward transient  
16 guests: "Venice Beach Events" includes a calendar of coming attractions at Venice Beach;  
17 "Location" has an interactive pin map of Venice with drop down menus for local attractions,  
18 dining, nightlife, and gyms. Clicking the boxes next to the drop down menus pinpoints specific  
19 local establishments.

20 31. The Venicesuites.com website states "Hotel Marketing by BookingSuite." On its  
21 website (suite.booking.com), BookingSuite states that it is "a new unit of Booking.com dedicated  
22 to helping accommodation providers grow their businesses and brands through cloud-based  
23 software and services. The BookingSuite platform integrates with numerous reservation  
24 systems, channel managers, social media channels, and property management systems."  
25 According to Booking.com, BookingSuite offers the typical independent and boutique hotel a  
26 mobile-optimized website in exchange for the hotel paying a 10% commission to Booking.com  
27 for any "direct" reservations" made through the website in addition to a 15% basic rate for  
28 reservations processed through Booking.com.



32. Defendants disseminate untrue or misleading information to the public by advertising 417 OFW as a hotel called "Venice Suites" on many other websites. These include: Booking.com (877 reviews since July 2014); Hotels.com (279 reviews since July 2015); Kayak.com (1,266 reviews since May 2014); Expedia.com (256 reviews since July 2014); Priceline.com (14 reviews since October 2014); Hipmunk.com (625 reviews); Hotwire.com (256 reviews since July 2014); and, Travelocity.com (248 reviews since July 2014).

33. On the Booking.com webpage, Defendants state that "Venice Suites has been welcoming guests since Dec 17, 2013." Similar comments advertising transient occupancy are made on other webpages: Kayak.com ("This beach hotel is within close proximity of Muscle Beach Venice and Venice Fishing Pier"); Expedia.com ("Beachside hotel walking distance from Venice Beach"); Hipmunk.com ("The Venice Suites is a 30 room hotel consisting of studio and one bedroom suites"); Hotwire.com ("Ocean Park, California, United States of America hotel walkable to Venice Beach"); and Travelocity.com ("This beach hotel is within close proximity of Muscle Beach Venice and Venice Fishing Pier").

34. One website, called Bestoftheboardwalk.com, includes three links to 417 OFW. 417 OFW is subsumed under the category "Venice Suites Collection," a "collection of extended-stay apartment hotels offer[ing] the very best in Venice Beach hotel lodging, with full kitchens and a range of vacation enhancing amenities designed to make your stay comfortable and carefree." The website description reads: "Discover a new way of thinking when it comes to hotel accommodations. The Venice Suites Collection offers stylish, apartment style living that is an ideal home base whether you're staying in Venice Beach for business or pleasure. Our spacious, amenity-rich apartments offer contemporary furnishings, modern design features and a full menu of guest-inspired touches that make our Venice Beach collection more like home than a hotel. All properties have FREE PARKING nearby."

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1           **Defendants' Knowledge of Illegality**

2           35.     At all times relevant, Defendants Lambert and VSLLC knew and know that 417  
3 OFW may not legally be used as a hotel or transient occupancy residential structure. Despite  
4 their actual knowledge, Defendants Lambert and VSLLC continue to operate and maintain 417  
5 OFW as an illegal hotel or illegal transient occupancy residential structure.

6           36.     Every year since 2005, Lambert and VSLLC have paid the registration or annual  
7 registration renewal fee required under the Rent Stabilization Ordinance for each of the 32 rent  
8 stabilized units at 417 OFW. (LAMC, § 151.05(A)(5).)

9           37.     In 2000, Lambert applied for a building permit to remodel the interior. In the  
10 permit application, Lambert described the building's existing use as "Apartment." The Los  
11 Angeles Department of Building and Safety issued permit number 00016-10000-01351 on  
12 February 24, 2000, authorizing the building's continued use as an apartment building—not as a  
13 hotel or transient occupancy residential structure.

14           38.     In January 2015, Lambert (on behalf of VSLLC) applied for a Mello Act  
15 Determination with the Los Angeles Housing and Community Investment Department  
16 ("HCIDLA") and Los Angeles Department of City Planning ("DCP") to convert the building's  
17 use from apartment house to transient occupancy.<sup>4</sup> Under the Mello Act, "the conversion or  
18 demolition of existing residential dwelling units occupied by persons and families of low or  
19 moderate income . . . shall not be authorized unless provision has been made for the replacement  
20 of those dwelling units with units for persons and families of low or moderate income." (Gov.  
21 Code, § 65590, subd. (b).) The City must first determine "that replacement of all or any portion  
22 of the converted or demolished dwelling units is feasible . . . ." (Gov. Code, § 65590, subd. (b).)  
23 Once the City makes such determination, then replacing dwelling units occupied by persons and  
24 families of low or moderate income is required. (Gov. Code, § 65590, subd. (b).)

25           39.     In his January 8, 2015 application to HCIDLA, under the heading "Description of  
26 proposed demolition or conversion," Lambert wrote "CONVERSION TO TRANSIENT  
27 \_\_\_\_\_

28 <sup>4</sup> Planning Case #ZA-2015-0629 (CDP) (ZV) (ZAA) (SPP) (MEL).

1 OCCUPANCY RESIDENTIAL.” On his January 31, 2015 application to DCP, in the space  
2 provided for under the heading “Project Description,” Lambert wrote “CHANGE OF USE TO  
3 32 UNIT TRANSIENT OCCUPANCY RESIDENTIAL.” The application is still pending.

4 40. On January 26, 2015, HCIDLA issued a Notice and Order to Comply (“Order to  
5 Comply”) to Defendants VSLLC and Lambert. The Order to Comply cited Defendants for  
6 violating the LAMC by illegally changing 417 OFW’s occupancy from residential use to  
7 transient use. Specifically, HCIDLA cited Defendants for using 417 OFW as an illegal hotel for  
8 transient occupancy without obtaining a building permit and Certificate of Occupancy from the  
9 LADBS. The Order to Comply directed Defendants to discontinue the unapproved use by March  
10 4, 2015. Despite having received the Order to Comply, Defendants persist in operating 417  
11 OFW as an illegal hotel or as an illegal transient occupancy residential structure.

12 **Illegal Use**

13 41. Despite having been ordered to discontinue the illegal use of 417 OFW,  
14 Defendants continue to operate 417 OFW as an illegal hotel or illegal transient occupancy  
15 residential structure. In January 2016, a member of the public booked a room at 417 OFW for an  
16 overnight stay. The reservation was made through the Venicesuites.com website. On January 8,  
17 2016, the manager (manager@venicesuites.com) sent a reservation confirmation to the guest.  
18 The reservation confirmation included a confirmation number and itemized the room reserved  
19 (City View Queen Studio); arrival and departure date (January 9 to January 10, 2016); rate  
20 (\$120.00); deposit amount (\$16.80); lockbox number and combination; and, provided additional  
21 information including “Check In Process,” “Parking” and “Information and Policies.” The total  
22 cost for the overnight stay was \$136.80. Printed in the “Information and Policies” were the  
23 following statements relevant to transient occupancy: “Check-in is at 3:00 pm and check-out is at  
24 12:00 noon”; “Housecleaning service is provided for weekly rentals only”; and, “For stays of 7  
25 days or less you may request additional linens and towels.”

26 42. On January 8, 2016, the manager also sent the guest a “Venice Suites Guest  
27 Receipt.” The receipt itemized the guest’s name, confirmation number, room type, arrival and  
28 departure dates, average daily rate, and invoice number.

1           43.     On January 9, 2016, the guest arrived at 417 OFW and entered the combination  
2 provided into the keypad at the entrance to gain entry into the building. A sign affixed to the  
3 keypad showed contact information for "Venice Suites" and instructions for contacting the  
4 "Hotel Office." The guest retrieved the keycard for room #27 from the lockbox. The word  
5 "Welcome" was printed in English, Spanish, French, German, Italian and Japanese on the  
6 keycard. Brochures advertising the "Venice Suites Hotel Collection" were available nearby.

7           44.     On the way to the room, the guest observed several things consistent with  
8 transient occupancy: a transient guest wearing a backpack and bringing two pieces of luggage  
9 was checking into his room; the mailboxes did not show tenant names, only room numbers; and,  
10 a housekeeping service was cleaning one of the rooms.

11           45.     Once inside room #27, the guest made other observations consistent with transient  
12 occupancy. Affixed to the door was a page of "Important Helpful Information" that included the  
13 check in and check out policy; the WiFi network name and password; directions for using the  
14 telephone; parking information; and where to find "bed linens for the fold out sofa sleeper." At  
15 the bottom of the page was the statement: "BOOK DIRECT AT VENICESUITES.COM ON  
16 YOUR NEXT VISIT FOR YOUR RETURN GUEST DISCOUNT." There were complimentary  
17 soap, shampoo, conditioner and a stack of towels in the bathroom and customized beach towels  
18 labeled "Venice Suites" in the closet. There were also cups, bowls and dishes available for use  
19 in the kitchen.

20           46.     On June 2, 2016, an investigator for the Los Angeles City Attorney booked a  
21 room at 417 OFW for an overnight stay. The reservation was made through the  
22 Venicesuites.com website. The investigator booked a one night stay: checking in on June 6,  
23 2016, at 3:00 p.m. and checking out on June 7, 2016 at 11:00 a.m. The cost of the booking was  
24 \$159.60.

25           47.     Minutes after booking the reservation, the investigator received an email from  
26 "noreply@reservation-booking-system.com," with "Venice Suites, Reservation #1671020X  
27 Confirmed" in the subject line. The email was entitled "Your Reservation Request" and stated  
28 "Thank you for your reservation request. By placing your reservation online you indicated that

1 you accepted our terms and conditions. Please review your reservation summary as below.” The  
2 email showed the reservation ID number; guest name; arrival and departure dates; the suite  
3 reserved (“Queen Studios”); and, price.

4 48. On June 6, 2016, when the investigator arrived at 417 OFW, he was greeted by  
5 the office clerk and checked in. The clerk provided the investigator with two room keys, a gate  
6 key for offsite parking and a parking pass.

7 49. The investigator’s room was #7, located on the first floor. The room keys to  
8 unlock the door were labeled with the word “Welcome,” also in Spanish, French, German, Italian  
9 and Japanese. A flyer entitled, “Important Helpful Information” was provided on the kitchen  
10 table. The flyer described the check-out policy; WiFi network and password; instructions about  
11 how to use the telephone; parking instructions (offsite “in one of the designated secured parking  
12 garages”); and, instructions for using the “fold out sofa sleeper.” The bottom of the page stated:  
13 “BOOK DIRECT AT VENICESUITES.COM ON YOUR NEXT VISIT FOR YOUR RETURN  
14 GUEST DISCOUNT.” The back of the flyer described: the housekeeping service; packages and  
15 postal delivery with the address for delivery (“Your Name[;] 417 Ocean Front Walk (Your  
16 Apartment Number)[;] Venice, CA 90291”); policy for visiting the roof terrace; and,  
17 miscellaneous instructions. The bottom of the back page stated: “BOOK DIRECT AT  
18 VENICESUITES.COM ON YOUR NEXT VISIT FOR YOUR RETURN GUEST  
19 DISCOUNT.”

20 50. The investigator checked out the next day on June 7, 2016. During check out, the  
21 investigator received a printout of the cost (\$169.60, including \$10 parking fee). The overnight  
22 charges included a parking fee despite having been advertised as free.

### 23 APPLICABLE LAWS

24 51. An extensive regulatory framework of laws govern the condition and maintenance  
25 of residential rental buildings in the City. As the owners and operators of 417 OFW, Defendants  
26 have a legal duty to maintain 417 OFW in compliance with every applicable state and local law  
27 and regulation.

28 ///

1           **Los Angeles Municipal Code section 11.00**

2           52.     The LAMC provides that “[w]henver in this Code any act or omission is made  
3 unlawful it shall include causing, permitting, aiding, abetting, suffering or concealing the act or  
4 omission.” (LAMC, § 11.00(j).)

5           53.     Section 11.00, subdivision (l) of the LAMC provides that: “In addition to any  
6 other remedy or penalty provided by this Code, any violation of any provision of this Code is  
7 declared to be a public nuisance . . . .”

8           54.     LAMC section 11.00, subdivision (l) further provides that: “Violations of this  
9 Code are deemed continuing violations and each day that a violation continues is deemed to be a  
10 new and separate offense and subject to a maximum civil penalty of \$2,500 for each and every  
11 offense.” Similarly, LAMC section 11.00, subdivision (m) provides that “each person shall be  
12 guilty of a separate [criminal] offense for each and every day during any portion of which any  
13 violation of any provision of this Code is committed, continued, or permitted by that person, and  
14 shall be punishable accordingly.”

15          55.     LAMC section 11.00, subdivision (l) declares any violation of the Code to be a  
16 nuisance and authorizes Plaintiff to enforce any violation by seeking a restraining order,  
17 injunction or other order or judgment in law or equity in the Superior Court. Thus, any violation  
18 of the LAMC’s Zoning or Building Codes are public nuisances and continuing violations for  
19 which Plaintiff may seek redress.

20          56.     The Los Angeles Zoning Code, at LAMC section 12.00 et seq., consolidates and  
21 coordinates “all existing zoning regulations and provisions into one comprehensive zoning plan  
22 in order to designate, regulate and restrict the location and use of buildings, structures and land,  
23 for agriculture, residence, commerce, trade, industry or other purposes” and “to regulate and  
24 limit the height, number of stories, and size of buildings and other structures . . . to regulate and  
25 limit the density of population . . . .” (LAMC, § 12.02.)

26          57.     The Los Angeles Building Code, at LAMC section 91.101.2, “safeguard[s] life,  
27 limb, health, property and public welfare by regulating and controlling the design, construction,  
28 quality of materials, use and occupancy, location and maintenance of all buildings and structures

erected or to be erected within the city . . . ." (LAMC, § 91.101.2.)

## **Rent Stabilization Ordinance**

58. On September 16, 1990, the Los Angeles City Council amended the LAMC's Rent Stabilization Ordinance ("RSO") to alleviate the shortage of decent, safe and sanitary housing in Los Angeles:

### **SEC. 151.01. DECLARATION OF PURPOSE.**

There is a shortage of decent, safe and sanitary housing in the City of Los Angeles resulting in a critically low vacancy factor. Tenants displaced as a result of their inability to pay increased rents must relocate but as a result of such housing shortage are unable to find decent, safe and sanitary housing at affordable rent levels. Aware of the difficulty in finding decent housing, some tenants attempt to pay requested rent increases, but as a consequence must expend less on other necessities of life. This situation has had a detrimental effect on substantial numbers of renters in the City, especially creating hardships on senior citizens, persons on fixed incomes and low and moderate income households. This problem reached crisis level in the summer of 1978 following the passage of Proposition 13. [¶] . . . [¶]

Therefore, it is necessary and reasonable to regulate rents so as to safeguard tenants from excessive rent increases, while at the same time providing landlords with just and reasonable returns from their rental units. In order to assure compliance with the provisions of this chapter violations of any of the provisions of this chapter may be raised as affirmative defenses in unlawful detainer proceedings.

(Amended by Ord. No. 166,130, Eff. 9/16/90.)

59. The RSO protects tenants from excessive rent increases by regulating rents. At the same time, the RSO provides landlords with just and reasonable returns from their rental units. (LAMC, § 151.01.) Specifically, LAMC section 151.04(A) provides: "It shall be unlawful for any landlord to demand, accept or retain more than the maximum adjusted rent permitted pursuant to this chapter or regulation or orders adopted pursuant to this chapter."

60. LAMC section 151.06 limits the maximum rental increases allowed. Sections 151.06(A) and (B) provide the allowable increases for rental units with limited rent increases prior to the enactment of the RSO. Section 151.06(C)(1) provides the maximum rental increase

1 for a unit where the tenancy was voluntarily vacated or where the tenancy was terminated  
2 pursuant to subdivisions 1, 2, 3, 4, 9, or 13 of subsection A of section 151.09. Section  
3 151.06(C)(2) provides that the maximum rent a landlord may collect upon re-renting a unit is  
4 limited to the rent in effect at the time of the most recent termination of tenancy plus annual  
5 adjustments available under section 151.06 depending on the circumstances of that termination.  
6 HCIDLA retains the authority to grant adjustments for capital improvements and other  
7 rehabilitation work. (LAMC, § 151.07.)

8         61. Pursuant to LAMC section 151.09, the RSO prohibits landlords from evicting  
9 tenants except when: (1) the tenant has failed to pay rent; (2) the tenant has violated a lawful  
10 obligation or covenant of the tenancy and has failed to cure the violation after having received  
11 written notice from the landlord; (3) the tenant is committing a nuisance, causes damage, or  
12 creates an unreasonable interference with the comfort, safety, or enjoyment of any of the other  
13 residents; (4) the tenant is using the rental unit for an illegal purpose; (5) the tenant, who had a  
14 written lease or rental agreement with the landlord which terminated, has refused, after written  
15 request or demand by the landlord to execute a written extension or renewal of the lease; (6) the  
16 tenant has refused the landlord reasonable access to the unit for making repairs or improvements  
17 or for inspecting or showing the unit; (7) an unapproved subtenant is in possession of the rental  
18 unit at the end of the lease term; (8) the landlord seeks in good faith to recover possession of the  
19 rental unit for use and occupancy as a primary place of residence by the landlord, specified  
20 family members of the landlord, or a resident manager; (9) the landlord seeks in good faith to  
21 recover possession to renovate the unit in accordance with a Tenant Habitability Plan ("THP")  
22 and the tenant is unreasonably interfering with implementation of the THP by failing to  
23 temporarily relocate or honor a permanent relocation agreement; (10) the landlord seeks in good  
24 faith to recover possession of the rental unit to either demolish the rental unit or remove it  
25 permanently from rental housing use; (11) the landlord seeks in good faith to recover possession  
26 of the rental unit in order to comply with a governmental agency order; (12) the Secretary of  
27 Housing and Urban Development is both the owner and plaintiff and seeks to recover possession  
28 in order to vacate the property; (13) the rental unit is in a residential hotel, and the landlord seeks



1 to recover possession of the rental unit in order to convert or demolish the unit; and (14) the  
2 landlord seeks to recover possession of the rental unit to convert the subject property to an  
3 affordable housing accommodation in accordance with an affordable housing exemption issued  
4 by the Housing and Community Investment Department. (LAMC, § 151.09(A)(1)-(14).)

5 62. Pursuant to LAMC section 151.09(A)(10), a landlord may recover possession of a  
6 rental unit to permanently remove it from rental housing use in compliance with the Ellis Act.

7 63. The 1985 Ellis Act permits landlords to "go out of business." (Gov. Code,  
8 § 7060.7.) A landlord or owner must withdraw all of the accommodations of a structure from  
9 rent or lease to get out of the business; withdrawing fewer than all of the accommodations is  
10 illegal. (Gov. Code, § 7060.7(d).)

11 64. The Ellis Act does not interfere with local government authority over land use,  
12 including regulation of the conversion of existing housing to condominiums or other subdivided  
13 interests or to other nonresidential use following its withdrawal from rent or lease. (Gov. Code,  
14 § 7060.7(a).) Nor does the Ellis Act preempt local regulations governing the demolition and  
15 redevelopment of residential properties; override procedural protections designed to prevent  
16 abuse of the right to evict tenants; or, (as previously mentioned) permit an owner to withdraw  
17 from rent or lease fewer than all of the accommodations. (Gov. Code, § 7060.7(b)-(d).)

18 65. Provisions of the Ellis Act have been incorporated into the LAMC while  
19 preserving the City's authority to develop regulations for its implementation:

20 There continues to be a low vacancy rate for rental units in the City of  
21 Los Angeles, and the withdrawal of residential rental property from rent  
22 or lease will exacerbate the rental housing shortage and make it more  
23 difficult for tenants displaced by the withdrawal to obtain replacement  
24 housing. Because of the rental housing shortage, it is essential that  
25 tenants be afforded substantial advance notice to enable them to obtain  
26 replacement housing, and that they receive other protections available  
27 under law.

28 (LAMC, § 151.22.)

66. If a landlord wishes to demolish or withdraw rental units subject to the RSO from  
rental use, then the landlord must comply with the provisions of LAMC section 151.23 requiring

1 the landlord to: (A) file and deliver to the HCIDLA a Notice of Intent to Withdraw (under  
2 penalty of perjury) at least 120 days prior to withdrawal; (B) record with the County Recorder a  
3 memorandum summarizing the provisions of the Notice of Intent to Withdraw; and, (C) notify  
4 each affected tenant. (LAMC, § 151.23(A)-(C).)

5 67. Tenants who are at least 62 years of age or disabled, who have lived in their  
6 accommodations for at least one year before the delivery of the Notice of Intent to Withdraw,  
7 have the right to extend their tenancy to one year after delivery. The tenant must give written  
8 notice to the landlord of this entitlement within 60 days of the date of delivery of the Notice of  
9 Intent to Withdraw. (LAMC, § 151.23(C)(5)(a).)

10 68. If a landlord desires to re-rent or re-lease a unit that was the subject of a Notice of  
11 Intent to Withdraw, the landlord must file with HCIDLA a Notice of Intention to Re-Rent  
12 Withdrawn Accommodation. (LAMC, § 151.24(A).) Displaced tenants who wish to renew their  
13 tenancies in their former units that were withdrawn from, but are put back on, the rental market  
14 may do so. The tenant must advise the landlord or owner in writing within 30 days of the  
15 displacement of his or her desire to consider an offer to renew the tenancy and must furnish the  
16 owner with an address to which that offer is to be directed. (Gov. Code, § 7060.2(b)(3) and  
17 LAMC, § 151.27(A).) If a tenant advises a landlord of the desire to re-rent a unit and the  
18 landlord offers a unit for rent within two years of the withdrawal, the landlord shall offer to  
19 reinstate a rental agreement or lease on terms permitted by law. (LAMC, § 121.27.) A landlord  
20 who offers for rent or lease a unit that was the subject of a Notice of Intent to Withdraw within  
21 two years of the date of withdrawal of unit is liable to any tenant or lessee who was displaced  
22 from the property for actual and exemplary damages. (LAMC, § 151.25(A).)

23 69. If a landlord offers for re-rent or re-lease a rental unit which was the subject of a  
24 Notice of Intent to Withdraw within five years after the Notice or within five years after the unit  
25 was withdrawn, the landlord must file a Notice of Intention to Re-Rent Withdrawn  
26 Accommodations. (LAMC, § 151.24(A).) The landlord must offer the unit at the lawful rent in  
27 effect when the Notice was filed. (LAMC, § 151.26(A).) The landlord shall first offer the unit  
28 to the displaced tenant, provided that the tenant has requested the offer in writing within 30 days

1 after the landlord has filed the Notice of Intention to Re-Rent Withdrawn Accommodations.

2 (LAMC, § 151.27(B).) A landlord who fails to comply with these requirements is liable to the  
3 displaced tenant for punitive damages. (LAMC, § 151.27(B).)

4 70. The RSO requires every landlord who accepts rent for a rental unit to procure a  
5 valid registration or annual registration renewal statement from HCIDLA for each rental unit.  
6 (LAMC, § 151.05(A)(5).) The fee for the registration or annual registration renewal for each  
7 rental unit is twenty-four dollars and fifty-one cents (\$24.51), due on the first day of January  
8 every year. (LAMC, § 151.05(B)(5).)

#### 9 **Public Nuisance Law**

10 71. A nuisance is defined as including “[a]nything which is . . . offensive to the  
11 senses, or an obstruction to the free use of property, so as to interfere with the comfortable  
12 enjoyment of life or property, or unlawfully obstructs the free . . . use [of any public] street, or  
13 highway . . . .” (Civ. Code, § 3479.)

14 72. A public nuisance is “one which affects at the same time an entire community or  
15 neighborhood, or any considerable number of persons, although the extent of the annoyance or  
16 damage inflicted upon individuals may be unequal.” (Civ. Code, § 3480.) Substandard  
17 conditions, including the unapproved use of a property, fall within the definition of a public  
18 nuisance as defined by Civil Code sections 3479 and 3480.

19 73. A public nuisance may be abated by indictment or information, a civil action or  
20 abatement accomplished by an injunction issued by a court of equity. (Civ. Code, § 3491;  
21 *Sullivan v. Royer* (1887) 72 Cal. 248, 249; *People v. Selby Smelting & Lead Co.* (1912) 163 Cal.  
22 84, 90.)

#### 23 **Nuisance Per Se**

24 74. In California, city and county legislative bodies are empowered to declare what  
25 constitutes a nuisance. (Gov. Code, § 38771.) The City Attorney may bring an action to enjoin  
26 or abate a public nuisance. (Code Civ. Proc., § 731; LAMC, § 11.00, subd. (l).) Pursuant to  
27 LAMC section 11.00(l), any violation of the Code is deemed a public nuisance which may be  
28 abated by the City Attorney on behalf of the People of the State of California.

1        75.     “[A]ll parties to a nuisance *per se*, he who creates it and he who maintains it, are  
2 responsible for its effect, without limitations of conditions or time.” (*McClatchy v. Laguna*  
3 *Lands Limited* (1917) 32 Cal.App. 718, 725.) A continuing nuisance is one which may be abated  
4 at any time. (*Spar v. Pacific Bell* (1991) 235 Cal.App.3d 1480, 1485-1486.)

#### 5            **Unfair Competition Law**

6        76.     The Unfair Competition Law (“UCL”) prohibits “unfair competition,” which  
7 includes “any unlawful, unfair or fraudulent business act or practice . . . .” (Bus. & Prof. Code,  
8 § 17200.) The UCL authorizes the City Attorney to bring a civil enforcement action against any  
9 person who engages, has engaged, or proposes to engage in unfair competition. (Bus. & Prof.  
10 Code, § 17203.) The UCL defines “person” to include natural persons, corporations, firms,  
11 partnerships, joint stock companies, associations and other organizations of persons. (Bus. &  
12 Prof. Code, § 17201.)

13        77.     Plaintiff may seek injunctive relief, appointment of a receiver, and restitution.  
14 (Bus. & Prof. Code, §§ 17203 and 17204.) Also, when a UCL action is brought by the City  
15 Attorney in the name of the People, the City Attorney may seek civil penalties of up to \$2,500  
16 for each violation of the UCL or up to \$5,000 if the violation was perpetrated against a disabled  
17 or elderly person. (Bus. & Prof. Code, §§ 17206 and 17206.1.) The UCL’s remedies and  
18 penalties are cumulative to each other and to the remedies or penalties available under all other  
19 laws in California. (Bus. & Prof. Code, § 17205.)

#### 20            **Appointment of a Receiver**

21        78.     Pursuant to Business and Professions Code section 17203, the court may appoint  
22 a receiver “to prevent the use or employment by any person of any practice which constitutes  
23 unfair competition, as defined in this chapter, or as may be necessary to restore to any person in  
24 interest any money or property, real or personal, which may have been acquired by means of  
25 such unfair competition.” (Bus. & Prof. Code, § 17203.)

#### 26            **False Advertising**

27        79.     California’s False Advertising Law protects consumers and competitors by  
28 promoting fair competition in commercial markets for goods and services, by making it unlawful

1 for "any person . . . corporation . . . or any employee . . . to induce the public to enter into any  
2 obligation relating thereto, to make or disseminate . . . before the public in this state . . . in any  
3 newspaper or other publication . . . or in any other manner or means whatever . . . any statement,  
4 concerning that real or personal property or those services . . . which is untrue or misleading, and  
5 which is known, or which by the exercise of reasonable care should be known, to be untrue or  
6 misleading . . . ." (Bus. & Prof. Code, § 17500.) To state a claim for false advertising, a plaintiff  
7 must show that (1) statements in the advertising are untrue or misleading, and that (2)  
8 Defendants knew, or by the exercise of reasonable care should have known, that the statements  
9 were untrue or misleading. (*People v. Lynam* (1967) 253 Cal.App.2d 959, 965.)

10 80. A violation of Business and Professions Code section 17500 is a misdemeanor,  
11 punishable by fine or imprisonment. (Bus. & Prof. Code, § 17534.) Plaintiff may also seek civil  
12 penalties, injunctive relief and restitution. (Bus. & Prof. Code, §§ 17535 and 17536.)

13 **FIRST CAUSE OF ACTION**

14 **(Violations of LAMC section 11.00)**

15 **(By Plaintiff against Defendants and DOES 1 through 100)**

16 81. Plaintiff alleges and incorporates herein by reference paragraphs 1 through and  
17 including 80 of this Complaint as if set forth fully herein.

18 82. Plaintiff brings this action pursuant to LAMC section 11.00, subdivision (l),  
19 which authorizes Plaintiff to enforce any violation of the LAMC by seeking an injunction or  
20 other appropriate order in the Superior Court.

21 83. Defendants have violated the Los Angeles Zoning Code and Building Code by  
22 causing, permitting, and allowing improper use of the following:

- 23 a. 417 OFW as an illegal hotel or illegal transient occupancy residential structure for  
24 transient occupancy (LAMC sections 12.10(A), 12.21.1(A)(1), 12.26(E),  
25 91.109.1, 91.8105, and 91.8204); and  
26 b. Failing to comply with an Order to Comply (LAMC section 91.103.3).

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28 ///

1 84. Defendants were notified in writing by HCIDLA of the aforementioned LAMC  
2 violations on January 26, 2015. Notwithstanding such notice, Defendants have failed to correct  
3 or cease committing the continuing violations.

4 85. Unless enjoined and restrained, Defendants will continue to maintain 417 OFW as  
5 an illegal hotel or as an illegal transient occupancy residential structure in violation of the City's  
6 comprehensive zoning plan by engaging in the inappropriate use of buildings and land. Said  
7 violations contribute directly to the City's lack of affordable housing by removing available  
8 housing stock from the rental market; unfairly competing against legitimate area hotels; and,  
9 deceiving the public with their false advertisements.

10 86. Plaintiff has no adequate remedy at law and injunctive relief is expressly  
11 authorized by LAMC section 11.00, subdivision (I). Plaintiff also seeks costs incurred for  
12 investigating and prosecution this action.

13 **SECOND CAUSE OF ACTION**

14 **(Violations of Code of Civil Procedure section 731 and Civil Code sections 3479, 3480)**

15 **(By Plaintiff against Defendants and DOES 1 through 100)**

16 87. Plaintiff alleges and incorporates herein by reference paragraphs 1 through 86 of  
17 this Complaint as if set forth fully herein.

18 88. Plaintiff brings this action pursuant to Code of Civil Procedure section 731 to  
19 abate a public nuisance.

20 89. Defendants have caused and maintained a continuing public nuisance at 417 OFW  
21 since at least 2009 and each day thereafter until the present time. Through their continued  
22 operation of 417 OFW in violation of the Los Angeles Zoning and Building Codes, Defendants  
23 maintain 417 OFW as a public nuisance as defined by LAMC section 11.00, subdivision (I).  
24 Thus, Defendants' continuing illegal acts are continuing public nuisances under the LAMC and  
25 Civil Code, as defined in Civil Code sections 3479 and 3480.

26 90. These continuing nuisance conditions at 417 OFW adversely affect the immediate  
27 and adjoining neighborhoods, as well as the entire community. The ongoing illegal operation of  
28 417 OFW violates the City's comprehensive zoning plan by engaging in the inappropriate use of

1 buildings and land, resulting in the loss of affordable rental housing stock; competes unfairly  
2 against legitimate area hotels; and, deceives the public with their false advertisements.

3 91. Defendants were notified of the aforementioned nuisance conditions by written  
4 notice from HCIDLA on January 26, 2015. Notwithstanding such notice, Defendants continue to  
5 illegally operate 417 OFW, thereby maintaining the nuisance conditions.

6 92. Unless Defendants are restrained by order of this Court, Defendants will continue  
7 to maintain 417 OFW in the above-described nuisance condition, thereby causing irreparable  
8 injury and harm to the public's health and welfare.

9 93. Plaintiff has no adequate remedy at law and injunctive relief is expressly  
10 authorized by Code of Civil Procedure sections 526 and 731.

11 94. If it becomes necessary for Plaintiff to correct the violations or abate the nuisance  
12 at 417 OFW, Plaintiff will incur substantial costs. Thus, Plaintiff requests recovery of its costs to  
13 correct these violations or abate the nuisance and establishment of priority liens on 417 OFW for  
14 such costs.

15 **THIRD CAUSE OF ACTION**

16 **(Violations of Business and Professions Code section 17200 et seq.)**

17 **(By Plaintiff against Defendants and DOES 1 through 100)**

18 95. Plaintiff alleges and incorporates herein by reference paragraphs 1 through 94 of  
19 this Complaint as if set forth fully herein.

20 96. Plaintiff brings this cause of action pursuant to Business and Professions Code  
21 section 17204 to enjoin Defendants' engaging in unfair competition by their unlawful, unfair or  
22 fraudulent business acts or practices.

23 97. Defendants have violated and continue to violate the UCL (Business and  
24 Professions Code section 17200 et seq.) by:

- 25 a. Illegally converting 417 OFW from its approved use as an apartment  
26 house to its current unapproved use as a hotel (self-styled as "Venice Suites") or  
27 as a transient occupancy residential structure in violation of LAMC sections  
28 12.10(A), 12.26(E), 91.109.1, 91.8105, and 91.8204;

1 b. Falsely advertising 417 OFW and Venice Suites as a purported hotel or  
2 transient occupancy residential structure to induce the public to believe that 417  
3 OFW and/or Venice Suites is a legal hotel or transient occupancy residential  
4 structure available for transient occupancy. Defendants have made or  
5 disseminated, or caused to be made or disseminated, statements before the public  
6 in every state and across the world, advertisements over the Internet describing  
7 417 OFW and Venice Suites as a purported hotel or transient occupancy  
8 residential structure that were and are untrue and misleading and which were and  
9 are known by Defendants to be untrue or misleading, in violation of Business and  
10 Professions Code section 17500; and,

11 c. Renting residential rooms at 417 OFW and Venice Suites as hotel or  
12 transient occupancy rooms, in violation of LAMC sections 12.10(A), 12.26(E),  
13 91.109.1, 91.8105, and 91.8204.

14 98. On January 26, 2015, Defendants were notified by HCIDLA that use of 417 OFW  
15 as a hotel or transient occupancy residential structure violated the LAMC. Yet, Defendants have  
16 not corrected the violations nor have they indicated to Plaintiff any intention to permanently  
17 correct these violations.

18 99. Defendants' acts of unfair competition present a continuing threat to the public  
19 and Plaintiff has no adequate remedy at law. Accordingly, unless the Defendants are  
20 permanently enjoined and restrained by order of this Court, they will continue to commit acts of  
21 unlawful and unfair competition, and thereby continuing to cause irreparable harm and injury to  
22 the public.

#### 23 **FOURTH CAUSE OF ACTION**

24 **(Violations of Business and Professions Code section 17500 et seq.)**

25 **(By Plaintiff against Defendants and DOES 1 through 100)**

26 100. Plaintiff alleges and incorporates herein by reference paragraphs 1 through 99 of  
27 this Complaint as if set forth fully herein.

28 101. Plaintiff brings this cause of action pursuant to Business and Professions Code



1 section 17500 et seq. to enjoin Defendants' acts of false advertising.

2 102. Defendants have engaged in false advertising, holding themselves out as  
3 legitimate hotel or transient occupancy residential structure operators, to induce the public to  
4 believe that 417 OFW is a hotel or transient occupancy residential structure, and to rent rooms at  
5 417 OFW, by making or disseminating or causing to be made or disseminated from California,  
6 before the public in every other state and across the world, advertisements over the Internet with  
7 statements describing 417 OFW as a purported hotel or a transient occupancy residential  
8 structure and the renting of rooms at 417 OFW that were and are untrue or misleading and which  
9 were and are known by Defendants to be untrue or misleading.

10 103. Defendants have advertised and continue to advertise 417 OFW as a hotel or  
11 transient occupancy residential structure on various Internet websites. Defendants' false  
12 advertising is likely to deceive the public. Indeed, Defendants' false advertising has actually  
13 deceived the general consuming public or targeted consumers such that some have suffered  
14 actual loss.

15 104. In defiance of the Los Angeles Zoning Code and Building Code and the  
16 regulatory agencies charged with enforcing them, Defendants persist in falsely advertising 417  
17 OFW as a hotel or transient occupancy residential structure such that Plaintiff has no adequate  
18 remedy at law. Unless Defendants are permanently enjoined and restrained by order of this  
19 Court, they will continue to commit acts of false advertising and continue to cause irreparable  
20 harm and injury to the public.

21 **PRAYER FOR RELIEF**

22 Wherefore, Plaintiff prays for judgment against Defendants and DOES 1 through 100,  
23 and each of them, as follows:

24 **AS TO THE FIRST CAUSE OF ACTION**

25 1. That the Court find that Defendants and their agents, heirs, successors, officers,  
26 employees and anyone acting on their behalf have violated LAMC section 11.00 et seq.

27 2. That Defendants and their agents, heirs, successors, officers, employees and  
28 anyone acting on their behalf be held jointly and severally liable for all penalties and other relief

1 awarded in favor of Plaintiff and against Defendants.

2 3. That Defendants and their agents, heirs, successors, officers, employees and  
3 anyone acting on their behalf be ordered to pay Plaintiff's abatement costs, re-inspection fees,  
4 administrative penalties, and civil penalties in the amount of \$2,500 per day for each and every  
5 violation, pursuant to LAMC section 11.00(1).

6 **AS TO THE SECOND CAUSE OF ACTION**

7 4. That 417 OFW, together with the fixtures and moveable property therein and  
8 thereon, be declared a public nuisance and be permanently abated as such in accordance with  
9 Civil Code sections 3479 and 3480.

10 5. That the Court find that Defendants and their agents, heirs, successors, officers,  
11 employees and anyone acting on their behalf have owned, operated, maintained, and managed  
12 417 OFW in a manner constituting a public nuisance.

13 6. That the Court grant a permanent injunction, order of abatement, and judgment in  
14 accordance with Civil Code section 3491, enjoining and restraining Defendants and their agents,  
15 heirs, successors, officers, employees and anyone acting on their behalf from owning, operating,  
16 maintaining, and managing 417 OFW as a public nuisance, and to bring 417 OFW into  
17 compliance with all applicable State and local regulations.

18 7. That Defendants and their agents, heirs, successors, officers, employees and  
19 anyone acting on their behalf be held jointly and severally liable for all penalties and other relief  
20 awarded in favor of Plaintiff and against Defendants.

21 **AS TO THE THIRD CAUSE OF ACTION**

22 8. That the Court find that Defendants and DOES 1 through 100, their successors,  
23 agents, representatives, employees and all persons who act in concert with them have engaged in  
24 unfair competition.

25 9. That the Court grant a permanent injunction and order of abatement enjoining and  
26 restraining Defendants, DOES 1 through 100, their agents, heirs, successors, officers, employees  
27 and anyone acting on their behalf from engaging in unfair competition and from owning,  
28

1 operating, maintaining, and managing 417 OFW in an unlawful condition, as defined by  
2 applicable laws and regulations.

3 10. That the Court appoint a receiver to take charge of 417 OFW, with all powers and  
4 duties permitted by law.

5 11. That upon the discharge of the receiver, Defendants, DOES 1 through 100, their  
6 agents, heirs, successors, officers, employees and anyone acting on their behalf, be required to  
7 maintain 417 OFW in full compliance with all State, County, and City laws.

8 12. That Defendants, DOES 1 through 100, their agents, heirs, successors, officers,  
9 employees and anyone acting on their behalf, be adjudged jointly and severally liable and  
10 assessed the maximum civil penalty of \$2,500 for each violation of the UCL that they  
11 committed, caused, maintained, permitted, and conspired to commit relating to 417 OFW that  
12 they owned, managed, and/or had an interest in during the relevant four year time period.

13 13. That Defendants and DOES 1 through 100 be ordered to make direct restitution of  
14 any money or other property that may have been acquired as a result of their unlawful and unfair  
15 business acts and practices related to 417 OFW.

16 14. That Defendants, DOES 1 through 100, and their agents, heirs, successors,  
17 officers, employees and anyone acting on their behalf be held jointly and severally liable for all  
18 penalties, restitution and other relief awarded in favor of Plaintiff and against Defendants.

19 **AS TO THE FOURTH CAUSE OF ACTION**

20 15. That the Court find that Defendants and DOES 1 through 100, their successors,  
21 agents, representatives, employees and all persons who act in concert with them have engaged in  
22 false advertising.

23 16. That the Court grant a permanent injunction and order of abatement enjoining and  
24 restraining Defendants, DOES 1 through 100, their agents, heirs, successors, officers, employees  
25 and anyone acting on their behalf from engaging in false advertising and from owning, operating,  
26 maintaining, and managing 417 OFW in an unlawful manner, as defined by applicable laws and  
27 regulations.  
28

1 17. That Defendants, DOES 1 through 100, their agents, heirs, successors, officers,  
2 employees and anyone acting on their behalf, be adjudged jointly and severally liable and  
3 assessed the maximum civil penalty of \$2,500 for each violation of the False Advertising Law  
4 that they committed, caused, maintained, permitted, and conspired to commit relating to 417  
5 OFW that they owned, managed, and/or had an interest in during the relevant four year time  
6 period.

7 18. That Defendants, DOES 1 through 100, and their agents, heirs, successors,  
8 officers, employees and anyone acting on their behalf be held jointly and severally liable for all  
9 penalties, restitution and other relief awarded in favor of Plaintiff and against Defendants.

10 **AS TO ALL CAUSES OF ACTION**

11 19. That Plaintiff recovers the amount of the filing fees and fees for the service of  
12 process or notices which would have been paid but for Government Code section 6103.5,  
13 designating it as such and, that the fees, at the Court's discretion, may include the amount of the  
14 fees for certifying and preparing transcripts.

15 20. That the Court issue orders to Plaintiff to record the lis pendens, issue an Order  
16 Appointing the Receiver, Permanent Injunction, Abatement Order, and Judgment with the Los  
17 Angeles County Recorder.

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1           21.    That the Court grants Plaintiff such other and further relief as the Court deems  
2 just and proper.

3  
4 Dated: June 17, 2016

5                               Respectfully submitted,

6                               MICHAEL N. FEUER, City Attorney  
7                               TINA HESS, Assistant City Attorney  
8                               ANDREW K. WONG, Deputy City Attorney  
9                               OFFICE OF THE LOS ANGELES CITY ATTORNEY  
10                              CRIMINAL BRANCH  
11                              SPECIAL LITIGATION SECTION

12 By: \_\_\_\_\_

13                              ANDREW K. WONG  
14                              Attorneys for Plaintiff,  
15                              The People of the State of California  
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Andrew K. Wong, Deputy City Attorney (SBN 201695)</b> Office of the Los Angeles City Attorney 200 N. Main Street, 500 CHE, 5th Flr. Los Angeles, CA 9001		<b>FOR COURT USE ONLY</b>  <div style="font-size: 1.5em; font-weight: bold; margin: 10px 0;">FILED</div> Superior Court of California County of Los Angeles  <div style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">JUN 17 2016</div> Sherri R. Carter, Executive Officer/Clerk By <u><i>Ishayla Chambers</i></u> , Deputy Ishayla Chambers	
TELEPHONE NO.: (213) 978-8707 FAX NO.: (213) 978-8112 ATTORNEY FOR (Name): <b>Plaintiff</b>		SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: Same as above. CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central	
CASE NAME: <b>People v. VENICE SUITES, LLC, et al.</b>		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">BC 024350</div> JUDGE: DEPT:	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 4

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 17, 2016

Andrew K. Wong, Deputy City Attorney

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ORIGINAL

# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

### Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
- Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

### Employment

- Wrongful Termination (36)
- Other Employment (15)

### Contract

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease
  - Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

### Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
  - Other Real Property (e.g., quiet title) (26)
    - Writ of Possession of Real Property
    - Mortgage Foreclosure
    - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

### Unlawful Detainer

- Commercial (31)
- Residential (32)
  - Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

### Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

### Enforcement of Judgment

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

### Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

### Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

SHORT TITLE:

People v. VENICE SUITES, LLC, et al.

CASE NUMBER

BC 6 2 4 3 5 0

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

**ORIGINAL**

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11



SHORT TITLE: People v. VENICE SUITES, LLC, et al.

CASE NUMBER

Non-Personal Injury/ Property  
Damage/ Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE:

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CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: People v. VENICE SUITES, LLC, et al.


CASE NUMBER

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> 200 N. Main Street		
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90012			

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 17, 2016

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.